

04-692

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE UNITED STATES ARMY  
AND  
THE AUSTRALIAN DEFENCE FORCE  
REGARDING  
LIAISON OFFICERS

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## SECTION I PREAMBLE

1.1 The United States Army and the Australian Army (each referred to herein individually as a "Party" and together as the "Parties"), recognise that their governments, as allies of long standing, share cooperative relationships for their mutual benefit and maintain close collaboration to achieve the highest practical degree of standardisation, and desiring to establish formal liaisons between the Parties, hereby mutually determine the following terms and conditions (hereinafter referred to as "the Understanding") regarding the assignment of individuals at Government facilities to serve as Liaison Officers between them.

1.2 The Parties wish to enhance the environment for mutual defense science, technology and materiel research; concept and doctrine development and experimentation; equipment design and procurement; simulation and training development and research; and human factors research and professional mastery to facilitate greater integration. As part of the shared cooperative relationship, Liaison Officers will have access to suitable information and facilities to be able to identify potential collaborative projects; provide early advice of experiments, studies, wargames and trials; harmonize military requirements; find common solutions to identified materiel and non-materiel problems; and explore opportunities for combining resources and effort.

1.3 Recognising the special relationship that exists between the Parties, Liaison Officers provide a means of achieving the fullest cooperation and collaboration by exchanging information on research and development activities based on the principle of reciprocity, across the following fields:

1.3.1 non-materiel: including studies on operational and tactical concepts and doctrine, organisation, operations, training, administration and logistics;

1.3.2 materiel: including new equipment testing and research, equipment and logistic integration, operating and related technical procedures, and relevant studies and experimentation; and

1.3.3 research: including scientific investigations and studies, field experiments and troop tests.

1.4 Within the limits of national policies, information on current projects and future trials and experiments will be made available to accredited representatives even though specific formal standardization and or collaboration agreements may not be contemplated.

## SECTION II DEFINITIONS

In addition to any terms defined in other provisions of this Understanding, the following terms will have the following meanings when used herein:

2.1 "Security Classified Information" will mean official information of a Party that requires protection in the interests of national security of such

Party and is so designated by the application of security classification markings.

2.2 "Controlled Unclassified Information" will mean unclassified information of a Party to which access or distribution limitations have been applied in accordance with national laws, policies, and regulations of such Party. It includes United States information that exempts from public disclosure or subject to export controls.

2.3 "Host Government" will mean the national Government of the Host Party.

2.4 "Host Party" will mean the Party to which the Liaison Officer acts as a liaison pursuant to an assignment by a Parent Party under SECTION III.

2.5 "International Visits Program (IVP)" will mean the program established to process visits by and assignments of foreign representatives to United States Department of Defense Components and Department of Defense contractor facilities. It is designed to ensure that Classified and Controlled Unclassified Information to be disclosed to foreign nationals has been properly authorized for disclosure to their Governments; that the requesting foreign government provides a security assurance on the individuals and their sponsoring organization or firm, when Classified Information is involved in the visit or assignment, and that administrative arrangements (e.g., date, time and place) for the visit or assignment are provided.

2.6 "Liaison Officer" will mean a military member or civilian employee of a Parent Party who, upon approval or certification of the Host Party or Government, is authorized by the Parent Party to act as its official representative in connection with programs, projects, or agreements or arrangements of interest to the Parties' Governments.

2.7 "Parent Government" will mean the national Government of the Parent Party.

2.8 "Parent Party" will mean the Party that assigns a Liaison Officer pursuant to SECTION III.

### SECTION III PURPOSE

3.1 The purpose of this Understanding is to establish terms and conditions for Liaison Officers serving between the Parties, and subject to each Party's laws and regulations concerning the sharing of information, to promote the fullest cooperation and collaboration between the Parties concerning defense issues of mutual interest.

### SECTION IV SCOPE

4.1 During the term of this Understanding, subject to the mutual determination of the Parties, each Party may assign military members or civilian employees of armed forces to serve as a Liaison Officer(s) to the other Party in accordance with the terms of this Understanding.

4.2 The establishment of each Liaison Officer position under this Understanding will be based upon the demonstrated need for and the mutual

benefit of this position to the Parties. Once established, each Liaison Officer position will be subject to periodic review by either Party to ensure that the position continues to be required by and is of mutual benefit to the Parties. If the Parties mutually determine that a Liaison Officer position is no longer required by or of mutual benefit to either Party, it will be subject to elimination.

4.3 Commencement of such a tour of duty by a Liaison Officer will be subject to any requirements that may be imposed by the Host Party or its government regarding formal certification or approval of Liaison Officers. Liaison Officers to be assigned by their Parent Party to locations in the United States will use the International Visits Program (IVP), as defined in Paragraph 2.5 of this Understanding.

4.4 Unless otherwise mutually determined, the normal tour of duty for a Liaison Officer will be two years.

4.5 An individual may serve as a Liaison Officer to only one major military command, but may travel to various installations in accordance with his or her certification. The liaison officer may request visit authorization to a site outside of their certification through the recurring visit process.

#### **SECTION V DUTIES AND ACTIVITIES**

5.1 The Liaison Officer will represent the Parent Party to the Host Party. The Liaison Officer will not perform duties reserved by the laws or regulations of the Host Government to officers or employees of the Host Government. The Liaison Officer's activities will be limited to representational responsibilities for their Government as described in the certification.

5.2 The Liaison Officer will be required to comply with all applicable Host Government policies, procedures, laws and regulations. The Host Party will assign a Contact Officer to provide guidance to the Liaison Officer concerning policies, procedures, laws and regulations of the Host Party, and to arrange for activities consistent with such requirements and the purposes of this Understanding.

5.3 The Liaison Officer may request access to Host Party facilities if such access promotes the purposes of this Understanding, is consistent with the terms of any applicable certification or approval issued by the Host Government, and is permitted under the applicable policies, procedures, laws and regulations of the Host Government. Such requests will be submitted to the Contact Officer described in Section 4.2. Approval of such requests will be at the discretion of the Host Party. Any request for access that exceeds the terms of an applicable certification or approval will be submitted through International Visits Program (IVP).

5.4 The Liaison Officer will not be granted access to technical data or other information of the Host Party, whether or not classified, except as authorized by the Host Party, and only to the extent necessary to fulfill the Liaison Officer's functions hereunder.

5.5 All information to which the Liaison Officer is granted access while serving as a liaison to the Host Party will be treated as information provided to the Parent Government, in confidence, and will not be further

released or disclosed by the Liaison Officer to any other person, firm, organization, or government without the prior written authorization of the Host Government or in accordance with international agreements or arrangements to which the Host Government is a party and which are applicable at the time of the proposed release or disclosure. Disclosure of information to the Liaison Officer will not be deemed to be a license or authorization to use such information for any purpose other than the purposes described in SECTION III.

5.6 The Liaison Officer will not be permitted to participate in exercises, deployments, or civil-military actions, unless expressly authorized to do so by both the Host and Parent Parties. But, the Liaison Officer may be permitted to observe exercises, with consent of the Host Party.

5.7 The Parent Party will not place or keep a Liaison Officer in duty assignments in which direct hostilities with forces of third states are likely to occur or have commenced, unless approved by the Parent Party and Host Party, in writing.

5.8 The Liaison Officer will be required to comply with the dress regulations of the Parent Party and, if requested by the Host Party, will also wear such identification necessary to identify the Liaison Officer's nationality, rank and status as a Liaison Officer. The order of dress for any occasion will be that which most closely conforms to the order of dress for the particular unit of the Host Party where the Liaison Officer is located. The Liaison Officer will be required to comply with the practices of the Host Party with respect to the wear of civilian clothing.

5.9 Prior to the commencement of a Liaison Officer's tour, the Parent Party will notify the Host Party of the specific Parent Party organization which will exercise operational control over the Liaison Officer and, if different, the Parent Party organization that will provide administrative support to the Liaison Officer and the Liaison Officer's dependents.

5.10 At the end of a Liaison Officer's tour, or as otherwise mutually determined by the Parties, the Parent Party may replace the Liaison Officer with another individual who meets the requirements of this Understanding. Such replacement will be subject to any certification or approval requirements imposed under the laws and regulations of the Host Party.

## **SECTION VI FINANCIAL ARRANGEMENTS**

6.1 The Parent Party will bear all costs and expenses of the Liaison Officer, including, but not limited to

6.1.1 All pay and allowances of the Liaison Officer;

6.1.2 All travel by the Liaison Officer and the Liaison Officer's dependents, including, but not limited to, travel to and from the country of the Host Party;

6.1.3 All subsistence costs and expenses of the Liaison Officer and the Liaison Officer's dependents within the Host Party's country. This includes local travel, office space, clerical services, quarters, rations, medical and dental services, unless specifically provided under another agreement or arrangement.

6.1.4 Compensation for loss of, or damage to, the personal property of the Liaison Officer, or the personal property of the Liaison Officer's dependents;

6.1.5 The movement of the household effects of the Liaison Officer and the Liaison Officer's dependents;

6.1.6 Preparation and shipment of remains; funeral expenses associated with the death of the Liaison Officer or his dependent(s);

6.1.7 Formal and informal training of the Liaison Officer, other than briefings on Host Party requirements provided by the contact officer; and

6.1.8 All expenses in connection with the return of a Liaison Officer whose assignment has been terminated, along with his or her dependents.

6.2 The Host Party may provide such office facilities, equipment, supplies and services as may be necessary for the Liaison Officer to fulfill the purposes of this Understanding, subject to reimbursement by the Parent Party for the cost of the Liaison Officer's use of such facilities at rates determined by the Host Party and previously accepted by the Parent Party. Where the United States is the Host Party, reimbursement for such facilities, equipment, supplies, and services may be made through Foreign Military Sales (FMS).

6.3 The obligations of each Party under this Understanding will be subject to the authorization and availability of funds.

## SECTION VII SECURITY

7.1 The Host Party will establish the maximum substantive scope and classification levels within which the disclosure of any Security Classified Information or Controlled Unclassified Information to the Liaison Officer will be permitted. The Host Party will inform the Parent Party of the level of security clearance required to permit the Liaison Officer access to such information. The Liaison Officer's access to such information and facilities will be consistent with, and limited by, the purposes of this Understanding (as expressed in SECTION III) and the provisions of this Section and any other agreement or arrangement between the Parties or their Governments concerning access to such information and facilities. Further, access will at all times be limited to the minimum required to accomplish the purposes of this Understanding, and, at its discretion, the Host Party may prohibit the Liaison Officer's right to access to any Host Party facility or require that such access be supervised by Host Party personnel.

7.2 Each Party will ensure security assurances are filed, through the Australian Embassy in Washington, D.C., in the case of the Australian personnel, and through the United States Embassy in Canberra, in the case of United States personnel, stating the security clearances for the Liaison Officer being assigned by such Party. The security assurances will be prepared and forwarded through prescribed accredited national security authority in compliance with established Host Party procedures. For the United States, the prescribed authority will be the International Visits Program (IVP), as defined in paragraph 2.5 of this Understanding.

7.3 The Parent Party will ensure that each assigned Liaison Officer is fully cognizant of, and will direct each Liaison Officer to comply with, applicable laws and regulations concerning the protection of proprietary information (such as patents, copyrights, know-how, and trade secrets), Security Classified Information and controlled unclassified information disclosed to the Liaison Officer. This obligation will apply both during and after termination of an assignment as a Liaison Officer. Prior to taking up duties as a Liaison Officer, the Liaison Officers of Australia will be required to sign the certification at Annex A. Only individuals who execute the certification will be permitted to serve as Liaison Officers with the United States Army.

7.4 The Parent Party will ensure that the Liaison Officer, at all times, complies with the security laws, regulations and procedures of the Host Government. Any violation of security procedures by a Liaison Officer during his or her assignment will be reported to the Parent Party for appropriate action. Upon request by the Host Party, the Parent Party will remove any Liaison Officer who violates security laws, regulations, or procedures during his or her assignment, with a view toward adverse action by the Parent Party.

7.5 All Security Classified Information made available to the Liaison Officer will be considered to be Security Classified Information furnished to the Parent Party, and will be stored, handled, transmitted and safeguarded in accordance with the General Protection of Security Information Agreement in force between the United States of America and Australia.

7.6 The Liaison Officer will not take custody of Security Classified Information or Controlled Unclassified Information in tangible form (for example, documents or electronic files), except as expressly permitted by the



terms of the Host Party certification of the Liaison Officer, and as requested in writing by the Parent Government.

7.7 The obligations of the Liaison Officer with respect to Security Classified or Controlled Unclassified Information disclosed by the Host Party in connection with this Understanding will survive termination or expiration of this Understanding.

#### **SECTION VIII TECHNICAL AND ADMINISTRATIVE MATTERS**

8.1 The Host Party's certification or approval of an individual as a Liaison Officer will not bestow diplomatic or other special privileges on that individual.

8.2 To the extent authorized by the laws and regulations of the Host Government, and in accordance with Section VII of this Understanding, the Host Party may provide such administrative support as is necessary for the Liaison Officer to fulfill the purposes of this Understanding, subject to reimbursement by the Parent Party.

8.3 Nothing herein will limit any exemption from taxes, customs or import duties, or similar charges available to the Liaison Officer or the Liaison Officer's dependents under applicable laws and regulations or any international agreement between the Host Government and the Parent Government.

8.4 If office space is provided to the Liaison Officer by the Host Party, the Host Party will determine the normal working hours for the Liaison Officer.

8.5 The Parent Party will ensure that the Host Party is informed as far in advance as possible of any absences of the Liaison Officer.

8.6 To the extent permitted by the laws and regulations of the Host Government, the Host Party may provide medical and dental care to the Liaison Officer and the Liaison Officer's dependents at the Host Party's medical facilities. Any such care will be subject to reimbursement to the extent required by such laws and regulations. The Parent Party will ensure that the Liaison Officer and the Liaison Officer's dependents are physically fit prior to commencement of the Liaison Officer's tour of duty. The Parent Party will be responsible for familiarizing itself with the medical and dental services available to the Liaison Officer and the Liaison Officer's dependents, and the costs of, and procedures for, use of such services.

8.7 To the extent permitted by the laws and regulations of the Host Party, the Host Party may extend to the Liaison Officer, and the Liaison Officer's dependents, the same purchasing and patronage privileges at military commissaries, exchanges, theaters and similar morale and welfare activities as are extended to equivalent personnel of the Host Party. This provision will not, however, limit privileges set forth elsewhere in this Understanding or other privileges granted by the Host Party, at its discretion, with the consent of the Parent Party, nor require the Host Party to extend privileges that, under applicable law or regulations, are not available to the Liaison Officer or the Liaison Officer's dependents.

8.8 To the extent permitted by the laws and regulations of the Host Government, and subject to reimbursement by the Parent Party, the Host Party will provide, if available, housing and messing facilities for the Liaison Officer and the Liaison Officer's dependents on the same basis and priority as for its own personnel of comparable rank and assignment. At locations where housing and messing facilities are not provided by the Host Party, the Host Party will use reasonable efforts to assist the Parent Party locate such facilities for the Liaison Officer and the Liaison Officer's dependents.

8.9 The Parent Party will ensure that the Liaison Officer and the Liaison Officer's dependents have all documentation required by the Host Government for entry into, and exit from, the country of the Host Government at the time of such entry or exit. Unless exempted under an applicable international agreement between the Parties, Liaison Officers and their authorized dependents entering the territory of the Host Government will be required to comply with Host Government customs regulations.

8.10 The Liaison Officer and the Liaison Officer's dependents will not bring firearms of any kind into the country of the Host Government, unless authorized to do so by the Host Government.

#### SECTION IX CLAIMS

9.1 Claims will be governed by any agreement in force between the Parties applicable in the country of a Host Party. Claims to which the provisions of any such agreements or arrangements do not apply will be dealt with as follows:

9.1.1 The Parties waive all their claims, other than contractual claims, against the military members and civilian employees of the other Party, for damage, loss or destruction of property owned or used by its respective Department or Ministry of Defense, if such damage, loss or destruction:

9.1.1.1 was caused by a military member or a civilian employee in the performance of official duties, or

9.1.1.2 arose from the use of any vehicle, vessel, or aircraft owned by the other Party and used by its Department or Ministry of Defense, provided that the vehicle, vessel, or aircraft causing the damage, loss or destruction was being used for official purposes or that the damage, loss or destruction was caused to property being so used.

9.2 The Parties will waive all their claims against each other and against the military member and civilian employees of each other's Department of Defense for injury or death suffered by any military member or civilian employee of their Department or Ministry of Defense while such member or employee was engaged in the performance of official duties.

9.3 Claims, other than contractual claims such as United States Foreign Military Sales (FMS) Letters of Offer and Acceptance (LOAs) and leases of equipment, for damage, loss, injury, or death, not covered in paragraphs 1 and 2 of this Section, arising out of an act or omission by a military member or civilian employee of the other Party's Department or Ministry of Defense, or out of an act or omission for which the other Party is legally

responsible, will be presented to the other Party for consideration under its applicable laws and regulations. Reimbursement for any payments by the host party under this paragraph shall be governed by the applicable provisions of Article 12 of the Agreement between the Government of the United States of America and the Government of the Commonwealth of Australia concerning the status of United States Forces in Australia, and Protocol, done at Canberra, on 9 May 1963, providing that where a claim arises in the United States references to:

a. "Australia" and "Australian" will be read as references to "United States" or "the United States", as appropriate, and vice versa; and

b. "United States Forces" will be read as references to "the Liaison Officer" or "the Liaison Officer", as appropriate.

9.4 The Parent Party will ensure that the Liaison Officer and those dependents accompanying the Liaison Officer in the country of the Host Party, will obtain motor vehicle liability insurance coverage for their private motor vehicles in accordance with applicable laws and regulations of the Host Government, or the political subdivision of the country of the Host Party in which the Liaison Officer is located. In the case of claims involving the use of private motor vehicles, the first recourse will be against such insurance.

9.5 Claims arising from supplies or services provided to the Liaison Officer by the United States may be dealt with in accordance with the terms of the Foreign Military Sales (FMS) Letters of Offer and Acceptance (LOAs).

9.6 Nothing herein will be construed as waiving or limiting the claims or suits of third parties.

#### **SECTION X DISCIPLINE AND REMOVAL**

10.1 Except as provided in Section 10.3, neither the Host Party nor the armed forces of the Host Government may take disciplinary action against a Liaison Officer who commits an offense under the military laws or regulations of the Host Party, nor will the Host Party exercise disciplinary powers over the Liaison Officer's dependents. The Parent Party, however, will take such administrative or disciplinary action against the Liaison Officer, as may be appropriate under the circumstances, to ensure compliance with this Understanding, and the Parties will cooperate in the investigation of any offenses under the laws or regulations of either Party.

10.2 No provision of this Understanding, nor any action by the Host Party under Section 10.3, will limit the right of any civil authority in the Host Party's country (including the Host Government) to exercise criminal jurisdiction over the Liaison Officer or his or her dependents, nor affect any exemption or immunity from such jurisdiction that may be extended to the Liaison Officer and his or her dependents under the terms of another international agreement in effect between the Host Government and the Parent Government. The Host Party will convey, on behalf of the Parent Party, to such civil authorities any request for a waiver of their right to exercise jurisdiction over the Liaison Officer or a dependent of the Liaison Officer and, if the Parent Party indicates that such waiver is of particular importance, will urge that sympathetic consideration be given to the Parent Party's request. The foregoing will not limit any right that a Party may

have with respect to such waivers under any applicable Status of Forces Agreement.

10.3 The certification or approval of a Liaison Officer may be withdrawn, modified or curtailed at any time by the Host Party for any reason, including, but not limited to, the violation of the regulations or laws of the Host Party or the Host Government. In addition, at the request of the Host Party, the Parent Government will remove the Liaison Officer or a dependent of the Liaison Officer from the territory of the Host Government. The Host Party will provide an explanation for its removal request, but a disagreement between the Parties concerning the sufficiency of the Host Party's reasons will not be grounds to delay the removal of the Liaison Officer.

10.4 A Liaison Officer will not exercise any supervisory or disciplinary powers over military members or civilian employees of the Host Party.

## **SECTION XI SETTLEMENT OF DISPUTES**

11.1 Disputes arising under or relating to this Understanding will be resolved only through consultations between the Parties and will not be referred to an individual, national or international tribunal, or to any other forum for settlement.

## **SECTION XII ENTRY INTO EFFECT, AMENDMENT, DURATION AND TERMINATION**

12.1 All obligations of the Parties under this Understanding will be subject to national laws and the availability of appropriated funds for such purposes.

12.2 The Parent Party will ensure that the Liaison Officer complies with all obligations and restrictions applicable to the Liaison Officer under this Understanding.

12.3 This Understanding may be amended by the mutual written consent of the Parties.

12.4 This Understanding may be terminated at any time by written consent of both Parties. In the event both Parties consent to terminate this Understanding, the Parties will consult prior to the date of termination.

12.5 Either Party may terminate this Understanding upon one hundred and eighty (180) days' written notification to the other Party.

12.6 Any Letters of Offer and Acceptance (LOAs) associated with or related to this Understanding will be terminated in accordance with their terms.

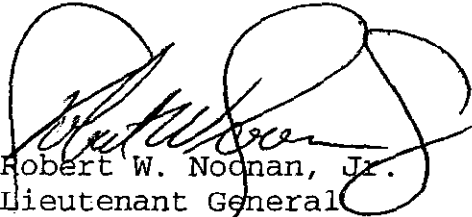
12.7 The respective rights and responsibilities of the Parties under Section VII (Security) and Section IX (Claims) will continue, notwithstanding the termination or expiration of this Understanding.

12.8 No later than the effective date of expiration or termination of this Understanding, each Party will remove its Liaison Officer(s) and such Liaison

Officer's(s') dependents from the territory of the other Party and pay any money owed to the other Party under this Understanding. Any amount of money for which a Party is responsible, but which were not billed in sufficient time to permit payment prior to termination or expiration of this Understanding, will be paid promptly after such billing.

12.9 This Understanding will enter into effect upon signature by both Parties. This Understanding will remain in effect for five (5) years, and may be extended by written consent of the Parties.

On behalf of the  
United States Army:

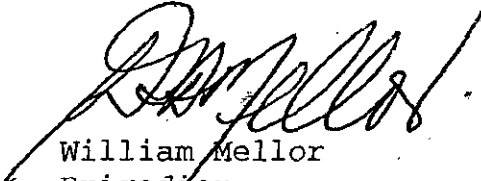


Robert W. Noonan, Jr.  
Lieutenant General  
Deputy Chief Of Staff  
For Intelligence

DATE: 15 FEB, 2002

PLACE: \_\_\_\_\_

On behalf of the  
Australian Defence Force:



William Mellor  
Brigadier  
For Deputy Chief of Army

DATE: 15 Feb 02

PLACE: \_\_\_\_\_

## ANNEX A - CERTIFICATION

[Office Symbol]

[Date]

### SECTION I LIAISON OFFICER LEGAL STATUS OF CERTIFICATION

As a representative of the Australian Defence Force under the auspices of an Extended Visit Authorization to the United States Army, I am subject to the jurisdiction of United States federal, state, and local laws, except as provided by treaty, other specific legal authority, or the terms of any diplomatic immunity which I may have been granted. I understand that my acceptance of the Liaison Officer position does not bestow diplomatic or other special privileges.

### SECTION II LIAISON OFFICER CONDITIONS OF CERTIFICATION

(1) **Responsibilities:** I understand that my activities will be limited to the representational responsibilities of my Government and that I am expected to present the views of my Government with regard to the issues which my Government and the United States Government have a mutual interest. I will not perform duties that are reserved by law or regulation to an officer or employee of the United States Government.

(2) **Costs:** I understand that all costs associated with my duties as a Liaison Officer will be the responsibility of my Government, including, but not limited to, travel, office space, clerical services, quarters, rations, and medical and dental services.

(3) **Extensions and Revalidation:** I understand that if my Government desires to request an extension or revalidation of my position beyond the original dates for which I am certified, a new visit request will be submitted not later than 30 days prior to the expiration date of the current Extended Visit Authorization.

(4) **Contact Officer:** I understand that when the certification process is completed, a Contact Officer(s) will be assigned to sponsor me during my visit to the [DoD Service, Agency or Organization]. I further understand that I will coordinate, through my Contact Officer, all requests for information, visits, and other business, which fall under the terms of my certification. I also understand that requests for information, which are beyond the terms of my certification, will be made through the Office of the Army Attaché.

(5) **Other Visits:** I understand that visits to facilities for which the purpose does not directly relate to the terms of my certification will be made through the Office of the Army Attaché.

(6) **Uniform:** I understand that I will wear my national uniform when conducting business at the [Location of the United States Government facility] or other Department of Defense facilities, unless otherwise directed. I will comply with my Parent Government's service uniform regulations.

(7) **Duty Hours:** I understand that my duty hours are Monday through Friday, from (TIME) to (TIME). Should I require access to my work area during non-duty hours, I am required to request permission from the Command Security Officer. I further understand that (IT IS) (IS NOT) necessary to assign a United States escort officer to me during my non-duty access. Any cost incurred as a result of such non-duty access may be reimbursable to the United States Government.

(8) **Security:**

a. While assigned to the [DoD Service, Agency or Organization], I will comply with all United States Department of Defense, Army, and local installation administrative rules and security regulations. I understand that my office space, which is located within the [Location of United States Government facility], is subject to pre-announced inspections by local installation safety and security officials. Security inspections will be limited to those Liaison Officers authorized to receive United States documentary information, and the inspection will be limited to United States-originated information only.

b. I may assume custody of United States classified or unclassified documentary information released to my Government only when authorized in writing by my Government, and under the terms of my certification.

c. I am not permitted to reproduce United States classified documents for which I have assumed custody or store them in my office, unless prior written arrangements for my doing so have been mutually determined upon during my certification in-processing.

d. I may assume custody of and store classified information originated by my Government only when authorized in writing by my Government. This information will not be under the control of the United States Government and will not be subject to security inspections.

e. I understand that access to United States Government information will be limited to that information determined by my Contact Officer to be necessary to fulfill the functions of a Liaison Officer. I also understand that I may not have unsupervised access to United States Government computer systems unless the information accessible by the computer is releasable to my Government.

f. All information to which I may have access during my certification will be treated as information provided to my Government in confidence and will not be further released or disclosed by me to any other person, firm, organization, or Government without the prior written authorization of the United States Government.

g. I will immediately report to both my Contact Officer and Activity Security Officer should I obtain or become knowledgeable of United States Government information for which I am not authorized to have access. I further determine that I will report to the Command Security Manager any incidents of my being offered or provided information that I am not authorized to have.

h. If required, I will display a security badge on my outer clothing so that it is clearly visible. This badge will be supplied by the United States Government, at no cost.

(9) **Compliance:** I have been briefed on, fully understand, and will comply with the terms and conditions of my certification. Failure to comply may result in termination of my certification. I further understand that the termination of my certification does not preclude further disciplinary action in accordance with any applicable Status of Forces Agreement or other government-to-government agreements or arrangements.

**SECTION III  
LIAISON OFFICER  
TERMS OF CERTIFICATION**

- (1) **Contact Officer and Alternate Contact Officer:** (NAMES OF CONTACT OFFICER AND ALTERNATE CONTACT OFFICER) have been assigned to me during my certification.
- (2) **Certification:** I am certified to the [DoD Service, Agency or Organization] in support of the following programs/topics/etc.
- (3) **Travel:** I may visit the following locations under the terms of my certification, with the permission of my Contact Officer:

**SECTION IV  
LIAISON OFFICER  
CERTIFICATION OF IN-BRIEFING**

I, (NAME OF LIAISON OFFICER), understand and acknowledge that I have been certified as a Liaison Officer to the United States Army, as mutually determined upon between the Australian Defence Force and the United States Army. I further acknowledge that I fully understand and have been briefed on: (1) the legal status of my certification; (2) the conditions of my certification; and (3) the terms of my certification. I further acknowledge that I will comply with the conditions and responsibilities of my certification.

\_\_\_\_\_  
(SIGNATURE OF LIAISON OFFICER)

\_\_\_\_\_  
(TYPED NAME OF LIAISON OFFICER)

\_\_\_\_\_  
(RANK AND/OR TITLE)

\_\_\_\_\_  
(DATE)

\_\_\_\_\_  
(SIGNATURE OF BRIEFER)

\_\_\_\_\_  
(TYPED NAME)

\_\_\_\_\_  
(LOCATION)